



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Improvement Agreement for Public Improvements for Reynolds Ranch, Phase 1

MEETING DATE: December 19, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution approving the attached Improvement Agreement for the Public Improvements for Reynolds Ranch, Phase 1 and authorizing the City Manager and City Clerk to execute the agreement on behalf of the City.

BACKGROUND INFORMATION: The project is located on the south side of Harney Lane, west of Highway 99, as shown on Exhibit A.

The developer, Reynolds Ranch Partners, Inc., has furnished the City with improvement plans, necessary agreements, guarantees, and insurance for the proposed project. The developer also paid the required improvement agreement preparation fee and other miscellaneous fees (\$192,488.31).

The public improvements include the installation of water, recycled water, wastewater and storm drain improvements, street pavement improvements for Reynolds Ranch Parkway and the Reynolds Ranch Parkway/Harney Lane intersection and public and private landscape and irrigation improvements to serve the Blue Shield project and future development in the Reynolds Ranch Project.

FISCAL IMPACT: There will be a slight increase in long-term maintenance costs for public infrastructure, such as streets, water, wastewater and storm drain facilities, and City services, such as police and fire.

FUNDING AVAILABLE: Not applicable.

Richard C. Prima, Jr.
Public Works Director

Prepared by Sharon A. Welch, Senior Civil Engineer
Attachments

cc: Senior Civil Engineer Fujitani
Reynolds Ranch Partners, Inc.
Phillippi Engineering
PCI Construction

APPROVED: _____
Blair King, City Manager

IMPROVEMENT AGREEMENT
for the
PUBLIC IMPROVEMENTS
for
REYNOLDS RANCH, PHASE 1

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City", and REYNOLDS RANCH PARTNERS, INC., hereinafter referred to as "Developer".

RECITALS:

Developer has presented to City for approval public improvement plans for the Reynolds Ranch, Phase 1 development, hereinafter called "project", along with the legal descriptions and exhibits for the necessary street and easement dedications which will be provided under separate instruments.

Developer has requested approval of public improvement plans for the construction and completion of public improvements, including all streets, highways or public ways and public utility facilities which are a part of or appurtenant to the project, all in accordance with and as required by the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of project, which plans and specifications are now on file in the office of and endorsed with the approval of the Public Works Director or his designee.

Council of the City will accept the dedications offered on condition that Developer first enter into and execute this agreement with City; and

This agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Title 15 and 16 of the Lodi City Code.

NOW THEREFORE, for and in consideration of the acceptance of the dedications offered, and in order to insure satisfactory performance by Developer of Developer's obligations under State law and City code, the parties agree as follows:

1. Performance of Work by Developer

Developer will do and perform, or cause to be done and performed at Developer's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of the Public Works Director, all of the work and improvements as shown on the approved improvement plans for the project, Drawing Nos. 007D009-01 through 007D009-75, which are on file in the Public Works Department.

The Developer shall also perform or cause to be performed the following items which are not shown on the improvement plans:

- A. Street light installation and connection to City system.
- B. Natural gas line installation
- C. Telephone line installation
- D. Electrical system
- E. Cable television system

2. Development Changes

Developer shall also perform all work and furnish all materials necessary to comply with any changes required by the Public Works Director, which, in his opinion, are necessary or required to complete the work in conformance with City Standards or are the result of changed conditions.

3. Performance of Work by City

Prior to the approval of the public improvement plans by the City, it is agreed that the Developer shall deposit with the City the amount of money shown as the "Developer Cost" on the Billing Schedule attached hereto and by this reference made a part hereof.

From payments made under the Billing Schedule, Developer elects to have the City perform or install or cause the installation of the following items:

- A. Installation of two (2) 12" x 12" x 10" Tees on the existing 12-inch public water main in Harney Lane.
- B. Street seal coat.
- C. Fire hydrant markers.
- D. Televideo inspection of the public sewer and storm drain lines. The fee shown on the Billing Schedule is based on the linear footage of sewer and storm drain pipe, including laterals, shown on the improvement plans. The fee will be adjusted, if necessary, when the televideo inspection is complete. Any additional fee must be paid prior to project acceptance.
- E. Storm Water Permit Compliance Inspections. The fee shown on the Billing Schedule is based on one (1) inspection per month for construction activities covering two (2) wet seasons (October 2007 to April 2008 and October 2008 to April 2009). The fee will be adjusted, if necessary, when the improvements are complete and ready for acceptance by the City. Any additional fee must be paid prior to project acceptance.

Developer shall also pay all additional costs for work performed by City forces deemed by the Public Works Director necessary to complete the work under this agreement in conformance with City Standards.

4. Development Impact Mitigation Fees

Development Impact Mitigation Fees for water, wastewater capacity, street improvements, storm drain, police, fire and general City facilities are required for this project. The fees shall be paid in conformance with the terms of the Development Agreement by and Between the City of Lodi and San Joaquin Valley Land Company, LLC recorded as Document No. 2006-268372 in the Official Records of San Joaquin County. In conformance with LMC 15.64.050, the fees are automatically adjusted on January 1 of each year. Fees may also be adjusted at other times by separate City Council action. The actual fees to be paid will be those in effect at the time of payment. This agreement shall in no way limit the City's ability to charge the the fees in effect at the time of fee payment.

5. Street and Public Utility Easement Dedications

Developer shall acquire, without cost to the City of Lodi, street, public utility and temporary construction easements to the approval of the Public Works Director to allow construction of street and public utility improvements shown on the approved plans for the project. The Developer's engineer shall provide the legal descriptions, with exhibits showing the location of each dedication, for review and approval by the City. City staff will prepare the easement deeds. Developer shall have the deeds executed by the property owners, notarized and returned to the City for recordation.

6. Master Plans

Detailed master plans and supporting studies, including engineering calculations, for all phases of the development must be submitted and approved by the City Council prior to acceptance of the public improvements. The studies shall include the following:

- A. A detailed water master plan to identify facilities, phasing and other facilities needed to provide a water system for the project that meets City requirements. The engineering analysis shall include a looped water pipeline plan and identification of possible water well sites within the Reynolds Ranch project area.
- B. A detailed wastewater master plan to identify facilities, phasing and other facilities needed to provide a wastewater system that conforms to City requirements. The engineering analysis shall include the development of a collection system, sizing of the pipe network, sizing of interim/temporary and ultimate pump station facilities and construction phasing for the required improvements.
- C. A detailed drainage master plan to identify collection and storage facilities, phasing and other appurtenances in conformance with City requirements. The engineering analysis shall include sizing of the pipe network, detention basins and pump station discharging to the Woodbridge Irrigation District Canal.
- D. Topography and/or spot elevations for the entire study area to confirm validity of water, wastewater and storm drain master plans.
- E. Composite utility diagram to facilitate review of potential utility crossing conflicts.

The required master plans and supporting studies are necessary to confirm the overall design of the proposed Reynolds Ranch development.

7. Finance and Implementation Plan

A Finance and Implementation Plan, including a project phasing plan, to identify funding for the required public improvements and interim/temporary improvements for each phase of the project must be submitted by the Developer and approved by the City Council prior to acceptance of the public improvements. The Finance and Implementation Plan is dependent on the above mentioned master plans.

8. Temporary Private Wastewater Lift Station

The Developer plans to construct a temporary private wastewater lift station and appurtenant facilities to provide wastewater service for the Blue Shield Project (Phase 1; 16.7 acres) at 3021 S. Cherokee Lane (APN 058-110-41). The location of the lift station site and the private wastewater lines and force main are shown on the public improvement plans for reference, but will not be accepted by the City as public improvements. The private wastewater facilities shall be installed under the terms of a structural encroachment permit to be obtained from the Public Works Department. The plans and specifications for the private facilities shall be submitted to the City as part of the encroachment permit application process.

Repair, maintenance and operation of the private wastewater lift station and appurtenant private facilities will be the sole responsibility of the Developer.

9. Record of Survey

Developer shall provide a Record of Survey, including monumentation, for the centerline alignment of Reynolds Ranch Parkway. The Record of Survey shall be submitted to the County of San Joaquin for review and approval. A copy of the Record of Survey shall also be submitted to the City of Lodi for review prior to recordation. The Record of Survey shall be filed in the Office of the San Joaquin County Recorder prior to acceptance of the public improvements.

10. Work; Time for Commencement and Performance

Developer shall, within 365 calendar days from the date of this agreement, perform or cause to be performed all work and/or improvements described under this agreement. At least 15 calendar days prior to the commencement of work hereunder, Developer shall notify the Public Works Director of the date fixed by Developer for commencement thereof so that City can provide inspection services.

11. Time Extension

Time is of the essence of this agreement. The City may extend the time for completion of the improvements hereunder under the terms of an addendum to this agreement which shall be approved by the City Manager. Any such extension may be granted without notice to the Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure the faithful performance of this agreement. The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

12. Record Drawings and Certifications

Prior to acceptance of the project improvements, the Developer shall have (installed and in place all survey monuments as shown on the Map and) provided record drawings and certifications as described in the City of Lodi Public Improvement Design Standards.

13. Permits; Compliance with Law

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law.

14. Superintendence by Developer

Developer shall give personal superintendence to the work on said improvement, or have a competent agent, foreman or superintendent, satisfactory to the Public Works Director, on the work at all times during progress, with authority to act for Developer.

15. Inspection by City

Developer shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work. Inspections will be provided during normal working hours. Developer will be billed for inspections on work performed on weekends, holidays and overtime. Developer shall also pay all additional costs incurred by City for soils and materials testing and/or inspection services required as a part of City inspection activities.

16. Contract Security

Concurrently with the execution hereof, Developer shall furnish Improvement Security of at least 100% of the estimated cost of public improvements plus engineering costs of surveying, record drawings and certifications as security for the faithful performance of this agreement; and an amount equal to at least 50% of the above costs as security for the payment of all persons performing labor and furnishing materials in connection with this agreement as more fully described in the State Subdivision Map Act.

The City has determined these security amounts to be as follows:

Faithful Performance	\$6,444,800.00
Labor and Materials	\$3,222,400.00

17. Warranty Security

Prior to acceptance of the project improvements by the City, Developer shall furnish Warranty Security of at least 10% of the total cost of the public improvements as security

for repair or replacement of defective work under Paragraph 17 following. The warranty period shall be two (2) years following the date of acceptance of the improvements. If any portion of the project receives partial acceptance during the course of construction, the warranty period for all required project improvements shall commence upon the date of final acceptance for the entire project.

18. Hold-Harmless Agreement

Developer hereby agrees to, and shall, hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer's or Developer's contractors', subcontractors', agents' or employees' operations under this agreement, whether such operations be by Developer or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors. Developer agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

- A. That City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in Paragraph 18 hereof.
- B. That the aforesaid hold-harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the project, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

19. Developer's Insurance

Developer shall not commence work under this agreement until Developer shall have obtained all insurance required under this paragraph, nor shall Developer allow any contractor or subcontractor to commence work on Developer's contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

A. Compensation Insurance

Developer shall maintain, during the life of this agreement, Worker's Compensation Insurance for all Developer's employees employed at the site of improvement, and in case any work is sublet, Developer shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractors' or subcontractors' employees, unless such employees are covered by the protection afforded by Developer. Developer hereby indemnifies City for any damage resulting to it from failure of either Developer or any contractor or subcontractor to take out or maintain such insurance.

B. Comprehensive General and Automobile Insurance

Developer shall take out and maintain during the life of this agreement such insurance as shall insure City, its elective and appointive boards, commissions, officers, agents and employees, Developer and any contractor or subcontractor performing work covered by this agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise on the project property, including any public streets or easements, from Developer's or any contractors' or subcontractors' operations hereunder, whether such operations

be by Developer or any contractor or subcontractor or by anyone directly or indirectly employed by either Developer or any contractor or subcontractor, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$2,000,000 Bodily Injury - Each Occurrence/Aggregate
\$2,000,000 Property Damage - Each Occurrence/Aggregate
or
\$2,000,000 Combined Single Limit

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$2,000,000 Bodily Injury - Each Person
\$2,000,000 Bodily Injury - Each Occurrence
\$2,000,000 Property Damage - Each Occurrence
or
\$2,000,000 Combined Single Limit

Developer must have comprehensive automobile liability only if Developer's vehicles are used on-site.

NOTE: Developer agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

"Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

A. Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents and employees as additional named insured insofar as work performed by the insured under written contract with the City of Lodi. This endorsement shall be on the form furnished by the City and shall be included with Developer's policies.

B. Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the additional insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

C. Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

20. Evidence of Insurance

Developer shall furnish City, concurrently with the execution hereof, with satisfactory evidence of the insurance required and evidence that each carrier is required to give City at least 30 days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this agreement. The address of the City of Lodi must be

shown on the certificate of insurance, i.e., City of Lodi, 221 West Pine Street, Lodi, CA 95240.

21. Title to Improvements

Title to, and ownership of, all public improvements constructed hereunder by Developer shall vest absolutely in City upon completion and acceptance of such public improvements by City.

22. Repair or Reconstruction of Defective Work

If, within a period of two (2) years after final acceptance by City of the work performed under this agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this agreement, including the mitigation measures for dust and erosion control, fails to fulfill any of the requirements of this agreement plans and specifications referred to herein, Developer and Developer's surety shall, without delay and without cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer or Developer's surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus 15% for administration and overhead costs.

23. Repair or Replacement of City-owned Bypass Meter Assemblies

The Developer is required by the City to install bypass meter assemblies in conjunction with the installation of water mains in the City of Lodi. The City will supply these assemblies upon receipt of a deposit in the amount of \$5,000.00 for each assembly required. The purpose of the deposit is to guarantee the return of the assembly in good condition and fulfillment of the other obligations shown in the City's Policies and Procedures entitled "Metering Water Usage of New Water Mains Requiring Temporary Bypasses", a copy of which is attached hereto and made a part hereof.

24. Mud, Debris, Dust and Erosion

Developer agrees and covenants not to permit mud or other debris to be tracked from the construction site or elsewhere onto City or County streets or onto private property without express permission. Developer further agrees not to cause damage to City or County streets.

Should any mud or debris be deposited in City or County streets or any damage caused to City or County streets, the Developer shall have the same removed or repaired forthwith, and if not removed or repaired upon notice within a specified time, the City shall cause the same to be removed or repaired and the Developer shall be charged for the cost of said removal or repairs.

The Developer, Developer's contractor and/or agents shall be responsible so no dust or erosion problems are created during construction, including installation of telephone, electrical, cable television and gas facilities. Developer's responsibility for dust and erosion control shall extend to include a period of two (2) years from the date of final acceptance by the City of the work performed under this agreement.

If a dust or erosion problem arises during development or within a period of two (2) years from the date of final acceptance by the City of the work performed under this agreement, including but not limited to installation of telephone, electrical, cable television, and/or gas facilities, and has not, after notice, been abated by Developer within a specified period of time, the City shall cause the same to be controlled, and the Developer shall be charged with the cost of said control.

25. Fire Protection During Construction

Fire protection facilities approved by the Fire Chief, including all-weather access road and an approved water supply capable of supplying the required fire flow, shall be installed and made serviceable in accordance with the City fire code prior to and during the time of building construction. The above may be modified when alternate methods of protection approved by the Fire Chief are provided.

26. Protection of Existing Improvements

Damage to any existing improvements or private or public utility lines installed or being installed which damage occurs during the onsite and offsite construction required of Developer shall be the absolute responsibility and liability of Developer. In other words, it shall be the Developer's responsibility to pay for damage to existing improvements and public or private utilities within the development. Damage to any existing facilities outside the limits of the project damaged as part of the construction of the required project improvements is also the Developer's responsibility.

27. Building Occupancy

The City will not allow occupancy of any building or structure within the project until all public improvements have been approved and accepted by the Public Works Department per established City policy and other requirements of the City codes have been met. If building is started prior to acceptance of the improvements, it is the Developer's responsibility to inform all prospective purchasers that occupancy will not be permitted until said fees are paid and public improvements are so accepted.

28. Developer Not Agent of City

Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this agreement.

29. Notice of Breach and Default

If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the Developer should be adjudged bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this agreement, the Public Works Director or City Council may serve written notice upon Developer and Developer's surety of breach of this agreement, or any portion thereof, and the default of Developer.

30. Breach of Agreement; Performance by Surety or City

In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvements herein specified; provided however, that if the surety, within five days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within 5 days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to City for any excess cost or damage occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefor.

31. Notices

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

Richard C. Prima, Jr.
Public Works Director
221 West Pine Street
P. O. Box 3006
Lodi, CA 95241-1910

Notices required to be given to Developer shall be addressed as follows:

Notices required to be given to Developer's agent shall be addressed as follows:

Notices required to be given to surety shall be addressed as follows:

Provided that either party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

32. Execution

In Witness Whereof, Developer and City have caused their names to be hereunto affixed and the City of Lodi has caused its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized.

REYNOLDS RANCH PARTNERS, INC.

Date

(CORPORATE SEAL)

CITY OF LODI, A MUNICIPAL CORPORATION

By: _____
Blair King, City Manager

Date

ATTEST:

Randi Johl, City Clerk

Date

APPROVED AS TO FORM:

D. Stephen Schwabauer, City Attorney

BILLING SCHEDULE

Development: Reynolds Ranch, Phase 1
Developer: Reynolds Ranch Partners, Inc.
Engineer: Phillippi Engineering
Date: 12/10/07

Gross Acreage: 29.00
No. of Units: n/a

						DEVELOPER COST	CREDITS
ENGINEERING							
Plan Check Fee	(5.0% of	\$100,000)	(1001.6121)	\$	5,000.00		
	(3.5% of	\$200,000)	(1001.6121)		7,000.00		
	(2.5% of	\$6,144,800)	(1001.6121)		153,620.00		
Inspection Fee	(4.0% of	\$250,000)	(1001.6104)		10,000.00		
	(3.5% of	\$750,000)	(1001.6104)		26,250.00		
	(3.0% of	\$5,444,800)	(1001.6104)		136,120.00		
Plan Check Fee Paid 8/15/07			(1001.6121)			\$	137,244.00
Inspection Fee Paid 11/6/07			(1001.6104)				40,642.00
Improvement Agreement			(1001.6121)	\$	1,700.00	\$	
ENGINEERING SUBTOTAL						\$ 339,690.00	\$ 177,886.00
STREET SYSTEM							
Charges for work by City Forces:							
Seal Coat	(1001.5411.4)	231,875	SF @ \$	0.05	\$11,593.75		
Pavement Markers:	(1001.5411.4)						
Fire Hydrant (\$40 min.)		24	EA @ \$	8.00	192.00		
STREET SYSTEM SUBTOTAL						\$11,785.75	\$0.00
SEWER SYSTEM							
Charges for Work by City Forces:							
TV Inspection	(1701.6525)	4,932	LF @ \$	1.50	\$7,398.00		
TV Inspection Fee Paid 11/6/07	(1701.6525)	2,591	LF @ \$	1.50			\$3,886.50
SEWER SYSTEM SUBTOTAL						\$7,398.00	\$3,886.50
WATER SYSTEM							
Charges for work by City Forces:							
Ties to Existing System by City	(1801.6522)						
12" x 12" x 10" Tee in Harney Lane		2	@ \$	7,706.28	\$15,412.56		
WATER SYSTEM SUBTOTAL						\$15,412.56	\$0.00
STORM DRAIN SYSTEM							
Charges for Work by City Forces:							
TV Inspection	(1701.6525)	7,483	LF @ \$	1.50	\$11,224.50		
TV Inspection Paid 11/6/07	(1701.6525)	7,500	LF @ \$	1.50			\$11,250.00
(1) Storm Drain Permit	(1701.5394)	2	EA @ \$	156.00	312.00		
Compliance Inspections		12	EA @ \$	119.00	1,428.00		
Storm Drain Permit	(1701.5394)						1,740.00
Compliance Inspections Paid 11/6/07							
STORM DRAIN SYSTEM SUBTOTAL						\$12,964.50	\$12,990.00
ELECTRICAL SYSTEM							
To be billed separately by Electric Utility Department							
TOTAL AMOUNT OF BILLING SCHEDULE						\$387,250.81	\$194,762.50
NET AMOUNT TO BE PAID BY DEVELOPER TO CITY						\$192,488.31	
PRIOR TO PROJECT APPROVAL							

(1) Storm Drain Permit Compliance Inspections are required at least once a month during the wet season (October through April). The charges shown are an estimate based on one inspection per month over an estimated construction period spanning two (2) wet seasons. The fee will be adjusted, if necessary, when the improvements are complete and ready for acceptance by the City. Any additional fee must be paid prior to project acceptance.

(2) The amounts shown for deferred fees are those in effect at the time of execution of this agreement. The actual fees to be paid will be those in effect at the time of payment.

Development: Reynolds Ranch, Phase 1
Developer: Reynolds Ranch Partners, Inc.
Engineer: Phillippi Engineering

Acres: 29.00
Date: 12/10/07

TOTAL COST OF PROJECT IMPROVEMENTS						A. DEVELOPER COST		B. COST OF CITY-FUNDED FACILITIES TO BE BUILT BY DEVELOPER	
Item	Description	Quantity	Unit	Price	Total	Quantity	Total	Quantity	Total
Street System									
1	Clearing & Grubbing	29	Acre	\$1,000.00	\$29,000.00	29	\$29,000.00		\$0.00
2	Roadway Excavation	16,420	CY	20.00	328,400.00	16,420	328,400.00		0.00
3	Compact Original Ground (0.50')	231,875	SF	0.20	46,375.00	231,875	46,375.00		0.00
4	Compact Original Ground (0.67')	9,150	SF	0.20	1,830.00	9,150	1,830.00		0.00
5	Compact Native Material (0.50')	231,875	SF	0.25	57,968.75	231,875	57,968.75		0.00
6	Aggregate Base, Class II (0.70')	231,875	SF	1.20	278,250.00	231,875	278,250.00		0.00
7	Aggregate Base, Class II (0.50') with Fabric	117,810	SF	0.80	94,248.00	117,810	94,248.00		0.00
8	Aggregate Base, Class II (0.33')	1,705	SF	0.60	1,023.00	1,705	1,023.00		0.00
9	Asphalt Concrete, Type B (0.60')	231,875	SF	2.00	463,750.00	231,875	463,750.00		0.00
10	Asphalt Concrete, Type B (0.29')	1,705	SF	1.35	2,301.75	1,705	2,301.75		0.00
11	Asphalt Concrete, Type B (0.25')	9,150	SF	1.25	11,437.50	9,150	11,437.50		0.00
12	Asphalt Overlay (0.10') (Stockton Street)	8,400	SF	0.50	4,200.00	8,400	4,200.00		0.00
13	Sawcut	2,158	LF	3.00	6,474.00	2,158	6,474.00		0.00
14	Grind (Pavement Overlay Only)	2,600	SF	0.20	520.00	2,600	520.00		0.00
15	Vertical Curb and Gutter	6,910	LF	22.00	152,020.00	6,910	152,020.00		0.00
16	Sidewalk	34,550	SF	5.50	190,025.00	34,550	190,025.00		0.00
17	Curb Return, without Handicap Ramp	4	LF	1,000.00	4,000.00	4	4,000.00		0.00
18	Curb Return, including Handicap Ramp	4	EA	2,500.00	10,000.00	4	10,000.00		0.00
19	Mid-block Handicap Ramp	1	EA	2,000.00	2,000.00	1	2,000.00		0.00
20	Concrete Subgrade Compaction	34,550	SF	2.50	86,375.00	34,550	86,375.00		0.00
21	Special Commercial Driveway	3	EA	5,000.00	15,000.00	3	15,000.00		0.00
22	Median Curb	10,321	LF	20.00	206,420.00	10,321	206,420.00		0.00
23	Raised Decorative Intersection	1	LS	50,000.00	50,000.00	1	50,000.00		0.00
24	Bus Turnout	3	EA	10,000.00	30,000.00	3	30,000.00		0.00
25	Dead End Barricade (Standard Plan 128)	5	EA	600.00	3,000.00	5	3,000.00		0.00
26	6" Asphalt Concrete Berm	645	LF	20.00	12,900.00	645	12,900.00		0.00
27	Remove Existing Pavement	24,225	SF	6.00	145,350.00	24,225	145,350.00		0.00
28	Remove Existing Curb & Gutter	970	LF	11.00	10,670.00	970	10,670.00		0.00
29	Street Name Sign & Post	2	EA	450.00	900.00	2	900.00		0.00
30	Street Lights (Mast Type 250 Watt)	54	EA	2,500.00	135,000.00	54	135,000.00		0.00
31	Survey Monument	7	EA	600.00	4,200.00	7	4,200.00		0.00
32	Traffic Signs	21	EA	450.00	9,450.00	21	9,450.00		0.00
33	Traffic Striping	15,000	LF	1.00	15,000.00	15,000	15,000.00		0.00
34	Traffic Signal Conduit	1	LS	5,000.00	5,000.00	1	5,000.00		0.00
35	Traffic Control	1	LS	15,000.00	15,000.00	1	15,000.00		0.00
36	Median Landscape & Irrigation	26,780	SF	10.00	267,800.00	26,780	267,800.00		0.00
37	Frontage Landscape & Irrigation	35,560	SF	10.00	355,600.00	35,560	355,600.00		0.00
38	Street Trees	309	EA	200.00	61,800.00	309	61,800.00		0.00
39	Irrigation Conduit	1	LS	5,000.00	5,000.00	1	5,000.00		0.00
40	Stabilized Construction Entrance	2	EA	1,000.00	2,000.00	2	2,000.00		0.00
41	Concrete Washout Structure	1	EA	4,000.00	4,000.00	1	4,000.00		0.00
42	Erosion Control	29	Acre	2,000.00	58,000.00	29	58,000.00		0.00
					Subtotal		\$3,182,288.00	Subtotal Street System	\$0.00
								10% Engineering & Administration	0.00
								Total Street System	\$0.00

TOTAL COST OF PROJECT IMPROVEMENTS						A. DEVELOPER COST		B. COST OF CITY-FUNDED FACILITIES TO BE BUILT BY DEVELOPER	
Item	Description	Quantity	Unit	Price	Total	Quantity	Total	Quantity	Total
Storm Drain System									
1	12" Storm Drain Pipe (PVC & RCP)	608	LF	\$35.00	\$21,280.00	608	\$21,280.00		\$0.00
2	15" Storm Drain Pipe (PVC)	391	LF	45.00	17,595.00	391	17,595.00		0.00
3	18" Storm Drain Pipe (PVC)	922	LF	55.00	50,710.00	922	50,710.00		0.00
4	24" Storm Drain Pipe (RCP)	1,154	LF	65.00	75,010.00	1,154	75,010.00		0.00
5	36" Storm Drain Pipe (CIP)	726	LF	80.00	58,080.00	726	58,080.00		0.00
6	48" Storm Drain Pipe (CIP)	652	LF	150.00	97,800.00	652	97,800.00		0.00
7	66" Storm Drain Pipe (CIP)	2,980	LF	160.00	476,800.00	2,980	476,800.00		0.00
8	53" x 83" Storm Drain Pipe (RCP)	50	LF	300.00	15,000.00	50	15,000.00		0.00
9	48" Storm Drain Manhole	12	EA	3,000.00	36,000.00	12	36,000.00		0.00
10	Precast Storm Drain Structure	3	EA	30,000.00	90,000.00	3	90,000.00		0.00
11	Saddle Storm Drain Manhole	7	EA	4,000.00	28,000.00	7	28,000.00		0.00
12	Side Inlet Catch Basin	15	EA	2,000.00	30,000.00	15	30,000.00		0.00
13	Drop Inlet Catch Basin w/AC Apron	1	EA	1,500.00	1,500.00	1	1,500.00		0.00
14	Storm Drain Stub with Plug	7	EA	1,500.00	10,500.00	7	10,500.00		0.00
15	Chainlink Fence	2,559	LF	15.00	38,385.00	2,559	38,385.00		0.00
16	Pipe Gate	2	EA	3,000.00	6,000.00	2	6,000.00		0.00
17	Headwall	1	EA	40,000.00	40,000.00	1	40,000.00		0.00
18	Temporary Storm Drain Inlet & Pipe	6	EA	2,500.00	15,000.00	6	15,000.00		0.00
19	Basin Excavation	99,500	CY	3.00	298,500.00	99,500	298,500.00		0.00
Subtotal					\$1,406,160.00	Subtotal	\$1,406,160.00	Subtotal Storm Drain System	\$0.00
10% Engineering & Administration									0.00
Total Storm Drain System									\$0.00
Sanitary Sewer System									
1	8" Sanitary Sewer Pipe (PVC)	1,074	LF	\$22.00	\$23,628.00	1,074	\$23,628.00		\$0.00
2	6" Sanitary Sewer Pipe (PVC)	122	LF	12.00	1,464.00	122	1,464.00		0.00
3	6" Sanitary Sewer Pipe (DIP) (Force)	2,341	LF	60.00	140,460.00	2,341	140,460.00		0.00
4	12" Sanitary Sewer Pipe (PVC)	716	LF	30.00	21,480.00	716	21,480.00		0.00
5	15" Sanitary Sewer Pipe (PVC)	679	LF	40.00	27,160.00	679	27,160.00		0.00
6	Sanitary Sewer Manhole (48")	8	EA	2,500.00	20,000.00	8	20,000.00		0.00
7	Sanitary Service with Cleanout	8	EA	550.00	4,400.00	8	4,400.00		0.00
8	Temporary Lift Station	1	EA	100,000.00	100,000.00	1	100,000.00		0.00
9	Connect to Existing Sanitary Sewer	1	EA	5,000.00	5,000.00	1	5,000.00		0.00
Subtotal					\$343,592.00	Subtotal	\$343,592.00	Subtotal Sanitary Sewer System	\$0.00
10% Engineering & Administration									0.00
Total Sanitary Sewer System									\$0.00
Water System									
1	8" Water Pipe (PVC) (Recycled Water)	7,284	LF	\$40.00	\$291,360.00	7,284	\$291,360.00		\$0.00
2	8" Gate Valve (Recycled Water)	5	EA	1,200.00	6,000.00	5	6,000.00		0.00
3	10" Water Pipe (PVC)	6,525	LF	45.00	293,625.00	6,525	293,625.00		0.00
4	10" Gate Valve	36	EA	1,500.00	54,000.00	36	54,000.00		0.00
5	Fire Hydrant Assembly	24	EA	3,000.00	72,000.00	24	72,000.00		0.00
6	Blowoff (temporary)	5	EA	400.00	2,000.00	5	2,000.00		0.00
7	Connect to Existing Water	2	EA	5,000.00	10,000.00	2	10,000.00		0.00
8	3" Landscape Service	10	EA	4,000.00	40,000.00	10	40,000.00		0.00
Subtotal					\$768,985.00	Subtotal	\$768,985.00	Subtotal Water System	\$0.00
10% Engineering & Administration									0.00
Total Water System									\$0.00
Total					\$5,701,025.00	Total	\$5,701,025.00		
Total Construction Cost Subject to Engineering Fee Calculation (A. Developer Cost)							\$5,701,025.00		
Contingencies (10% of Construction Costs)							\$570,102.50		
Construction Engineering & Staking @ 3% ±							\$171,672.50		
As-built Plans & Certifications							\$2,000.00		
TOTAL COST FOR ENGINEERING FEE CALCULATION							A. Total	B. Total	\$0.00
							\$6,444,800.00		

TOTAL COST OF PROJECT IMPROVEMENTS						A. DEVELOPER COST		B. COST OF CITY-FUNDED FACILITIES TO BE BUILT BY DEVELOPER	
Item	Description	Quantity	Unit	Price	Total	Quantity	Total	Quantity	Total

TOTAL IMPROVEMENT SECURITY AMOUNTS:

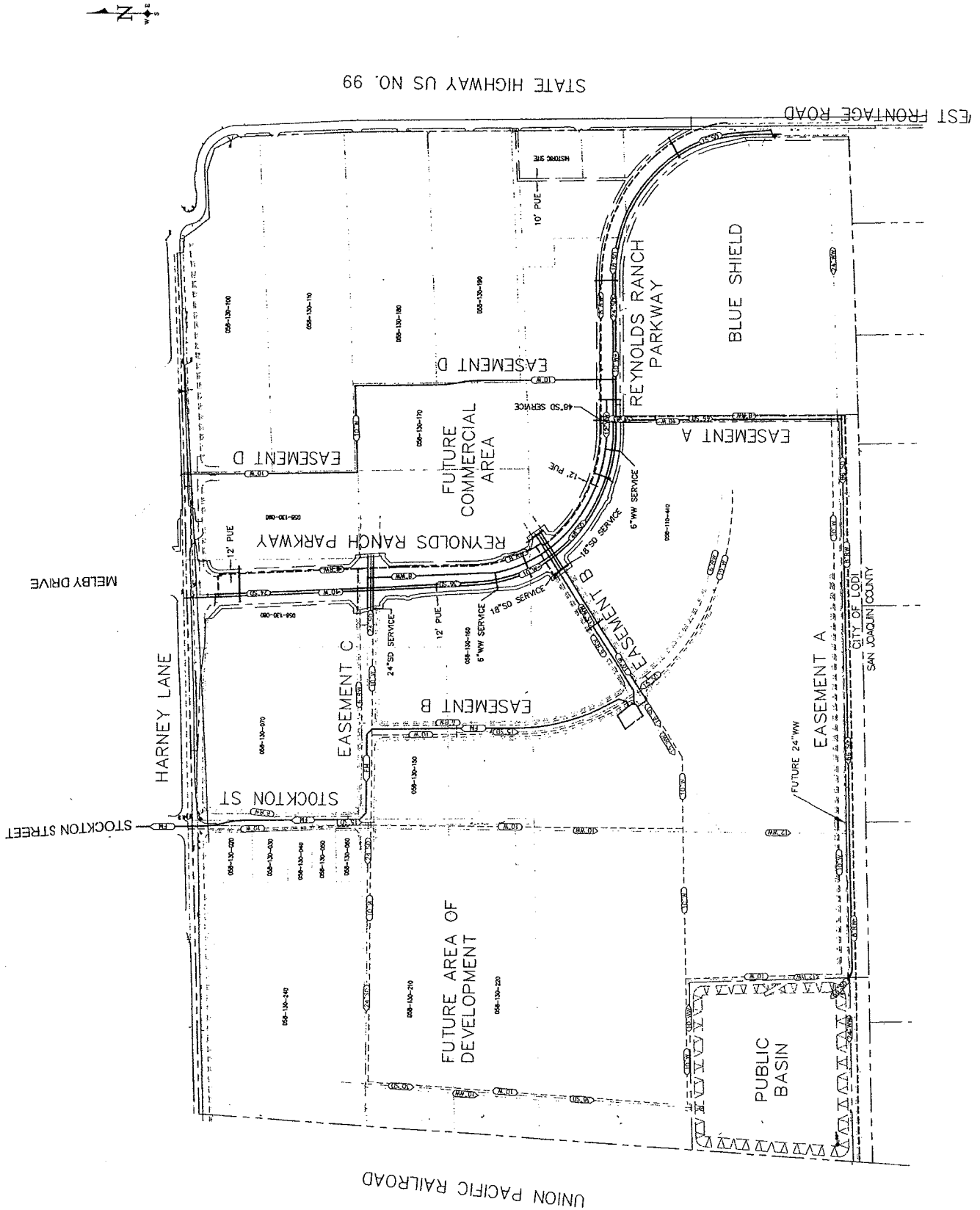
Faithful Performance:	100% of A & B	\$6,444,800.00
Labor & Materials:	50% of A & B	\$3,222,400.00



CITY OF LODI

PUBLIC WORKS DEPARTMENT

Reynolds Ranch Project Phase 1 Exhibit A



RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
IMPROVEMENT AGREEMENT FOR THE PUBLIC
IMPROVEMENTS FOR REYNOLDS RANCH, PHASE 1

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Improvement Agreement for the Public Improvements for Reynolds Ranch, Phase 1; and

BE IT FURTHER RESOLVED that the City Council hereby directs the City Manager and City Clerk to execute the Improvement Agreement on behalf of the City of Lodi.

Dated: December 17, 2007

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I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 19, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____